

**Tenancy Agreement for Allotment Gardens
East Bridgford Parish Council**

This Agreement is made on the 1st February 2024

Between

East Bridgford Parish Council

And

The Tenant of the tenant's address

NOW IT IS AGREED as follows.

1. Interpretation

1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice-versa.

1.2 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those people.

1.3 The clause headings do not form part of this Agreement and will not be considered in its interpretation.

2. Allotment

2.1 The Parish Council agrees to let, and the Tenant agrees to take all that piece of land situated at East Bridgford allotments, Butt Lane. Allotment number ...as stated on the Council's allotment plan.

3. Tenancy and Rent

3.1 The Allotment Garden shall be held on a yearly tenancy at an annual rent of £ which is payable to the Council by the Tenant on the 1st of February of each year ("the Rent Day"),

An updated Tenancy Agreement and Allotment Policy will be sent out to all present users in 2023, to be implemented February 2024. All rent is non-refundable.

3.2 New tenants will be required to pay a deposit of £50.00 in advance. The deposit will be returned at the end of the tenancy, subject to the allotment when vacated, being left in a condition approved by the Parish Council for future tenancy. As stated in the East Bridgford Allotment Policy.

3.3 Available plots will be offered to people on the East Bridgford allotment waiting list that reside within the parish of East Bridgford on a first come first served basis. If there are plots available with no East Bridgford residents on the waiting list, then the plots will be offered to non-residents on the list on a first come first served basis.

3.4 12 months' notice of any rent increase will be given by the Council to the Tenant in the preceding year to take effect the following year.

3.5 If an allotment holder wishes to leave, they need to advise the Parish Clerk within one month to save the allotment going into disrepair and therefore minimising the risk of losing their deposit.

3.6 Water supply shall be included in the rental charge.

3.7 Where additional amenities are provided on the Allotment Site these will be considered when setting the following year's rent.

4. Rates and Taxes

4.1 The Council will pay all rates and taxes.

5. Cultivation and Use

5.1 The Tenant shall use the plot as an allotment garden only (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., reasonably free from weeds and noxious plants in a good state of cultivation and fertility and in good condition.

5.2 The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

5.3 The Tenant shall show evidence after 3 months of occupancy that the allotment is fit for purpose and well managed.

6. Prohibition on under letting.

6.1 The Tenant shall not underlet, assign, or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by

the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

7. Conduct and Behaviour

7.1 The Tenant must always during the tenancy, observe and comply fully with all enactments, statutory instruments, local, parochial, or other byelaws, orders or regulations affecting the Allotment Site.

7.2 The Tenant must comply with the conditions of use attached as Schedule 1.

7.3 The Tenant must not cause, permit, or suffer any nuisance or annoyance to any other plot holder of the Allotment Site and must always conduct himself appropriately.

7.4 The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

7.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

7.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

7.7 The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

7.8 Abusive behaviour towards Councillors, council staff, allotment holders or their visitors will not be tolerated and will result in the termination of the tenancy agreement.

8. Lease Terms

8.1 The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

9. Termination of Tenancy

The tenancy of the Allotment Garden shall terminate:

9.1 Automatically on the Rent Day next after the death of the Tenant.

This gives the family and friends of the deceased tenant the opportunity to finish with the crops and to remove possessions.

However, plots must not end up in a poor condition. Warnings and a notice to quit may be issued, without needing to wait until the next renewal date, for automatic termination.

9.2 By re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required for building, mining, or any other industrial purpose or for the roads or sewers necessary in connection with any of those purposes, or

9.3 for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

9.4 by re-entry if the rent is in arrears for more than 1 month, or

9.5 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or

9.6 by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or

9.7 by the Council giving the Tenant at least one months' notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than 5 miles out of the borough, district, or parish.

In the event of the termination of the tenancy, the Tenant shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any works that the Council carry out shall be charged back to the Tenant (Section 4 Allotments Act 1950)

10. Change of Address

The Tenant must immediately inform the Parish Clerk of any change of address.

11. Notices

11.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

11.2 Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

11.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4 A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council
Sharon Ellis - East Bridgford Parish Clerk

Signed by the Tenant

SCHEDULE 1

Conditions of Use

1. Trees

1.1 The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.

1.2 Trees (other than fruit trees) may not be planted without prior approval of the Council. Not more than one quarter of the allotment shall be set with hard fruit trees, these shall be dwarf stock and shall not be allowed to exceed 8 feet in height.

2. Hedges and Paths

2.1 The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, (taking into account the law regarding the need to protect nesting birds) all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.

2.2 The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

2.3 Public paths and haulage ways (roads) must be always kept clear.

2.4 All paths must be kept a minimum of half a metre to a metre.

3. Security

3.1 The Tenant shall be issued with a code to access the Allotment Site either by car or on foot. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden.

3.2 The code is to be used by the Tenant only or by an authorised person.

3.3 The main access gate shall be always closed when there are no allotment holders on site. If there are no other allotment holders on site, please lock the gate when leaving, remembering to turn the numbers around so the code remains secure.

4. Inspection

4.1 Officers of the Council, if so directed, may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, poly-tunnels and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

4.2 Allotment inspections will take place twice yearly by members of the Asset & Environment Committee (there will always be a minimum of two members present). Additional Inspections may take place at any time should there deem to be a problem the maintenance of an allotment.

4.3 Should your allotment fall below standards required, as stated in this agreement and the Allotment Policy, warning procedures will follow as stated in the Allotment Policy.

5. Water/Hoses /Fires

5.1 The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

5.2 The Tenant shall always have consideration for other tenants when extracting water from water points. No hoses are to be used at any time, unless by express agreement of the Parish Council.

5.3 Fires are allowed for the burning of materials from the Allotment Garden only i.e., diseased plants and dried-out organic material that will burn with minimum smoke and no hazardous residue or emissions. All fires must be attended at all times, and not cause a nuisance to other plot holders. Always check when there are ripe crops in neighbouring fields. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste (except for paper to start the fire) Always check the stacks for hibernating hedgehogs.

Fires should not be lit on very hot or very windy days.

The Parish Council reserve the right to ban fires when deemed to be a potential risk.

6. Dogs

6.1 The Parish Council advises not to bring dogs to the allotments; however, they are allowed if they are always on a lead and remain under full control.

All dog excrement must be picked up and disposed of in the correct manner.

7. Livestock

Not without the written consent of the Parish Council can any animal or livestock be kept on the allotment. Consent will not be withheld by the Parish Council without just reason being shared with the tenant.

8. Buildings and Structures

8.1 The Tenant shall not erect any building, shed, greenhouse, fence, or similar structure without first obtaining the written consent of the Parish Council to its size and position on the allotment.

8.2 The Tenant shall keep all sheds, greenhouses, poly-tunnels and other structures in good repair to the satisfaction of the Council.

8.3 Oil, fuel, lubricants, or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

8.4 The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

9.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches, dykes or the boundaries in or surrounding the Allotment Site.

9.2 All non-compostable waste shall be removed from the Allotment Site by the Tenant.

9.3 The Tenant shall not utilise carpets or underlay on the Allotment Garden.

9.4 Chemicals, Pests, Diseases and Vermin.

Only commercially available products from garden or horticultural suppliers shall be use for the control of pests, diseases, or vegetation.

9.5 When using any sprays or fertilisers the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and comply at all times with current regulations on the use of such sprays and fertiliser.

10. Notices

10.1 The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is always visible.

10.2 The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

11. Car Parking

11.1 Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.

Executed by the Council by
Sharon Ellis-East Bridgford Parish Clerk

Signed by the Tenant